

AGENDA
BOARD OF CONTROL

Mayor's Conference Room
October 1, 2018 2:30 PM

Action	Description	Reference No.
1. Award – Purchase of Field Service Diagnostic Tool		BC-18-229
2. Amend – Transportation Services		BC-18-230
3. Amend – Tires & Road Service – Ziegler Tire		BC-18-231
4. Amend – Tires & Road Service – Sylvester Tire		BC-18-232
5. Award – Purchase of (2) Electric Vehicle Charging Stations		BC-18-233
6. Renew – Professional Svs Contract – Financial Auditing Services		BC-18-234
7. Award – Relocation of Electrical Power Lines for HRT		BC-18-235
8. Amend – Professional Svs Contract – Overflow Monitoring & Reporting Services		BC-18-236

Next Meeting is Monday,
October 15, 2018; 2:30 PM

Mayor
Finance Director
Law Director
Public Works Director



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-229

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Award Contract – Purchase of Water Metering Field Service Tool

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works; Division of Water Distribution, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Neptune Equipment Co. (NECO) in an amount not to exceed \$11,000 for the Purchase of a Trimble Ranger Field Service Tool, including Programming Mouse, Software, Real-Time Installation, MIU & Collector Simulator, an Integrated 450Mhz Transceiver and Handheld based for in-field use by Division of Water Metering.

The Field Service Tool is purchased directly from the manufacturer's sole distributor; Neptune Equipment Co. (NECO).

Contracting Authority:	Ordinance 43-17A \$130,000
Contracting Balance:	\$48,036 / \$37,036
Funding:	Enterprise Fund
Account Distribution:	501-3064-431-46-08 \$25,000
Account Balance:	\$4,139 / (\$6,861)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Repair Parts & Supplies
Commodity Code:	890-046
Bid Reference:	Sole Source

Kim Smith
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



MEMO

DATE: 09/24/2018

TO: Kim Smith

FROM: Nicholas Del Vecchio

SUBJECT: Board of Control (purchase of field service tool)

I am requesting BOC approval in the amount of \$11,000 for the purchase of a Field service diagnostic tool.

Neptune Equipment Company is the sole source provider for this item.

Thanks,
Nicholas Del Vecchio

Acct #501-3064-431-46-08

NECO
11082 Southland Road
Cincinnati, OH 45240

513 851-8008 513 851-8009 fax

QUOTATION

		To: City of Lakewood 1699 Metropark Drive Lakewood, OH 44197 Attn: Keith Lutsock 216 529-6087 keith.lutsock@lakewoodoh.net	Date: 6/15/2017 Good until: 12/31/2017 From: Ray Schwarz NECO	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Trimble Ranger Field Service Tool	\$ 10,875.00	\$10,875.00
		Handheld Reading Unit, Programming mouse & Software		
		* Real-time installation confirmation		
		* MIU simulator		
		* Collector simulator		
		* Integrated 450Mhz transceiver		
		* Handheld-based for in-field use		
		Total		\$10,875.00
		Ray Schwarz - Sales Manager		
		330 283-3828		

Ray Schwarz
Sales Manager

- Print
 - Cancel
 - Exit
 - Previous account
 - Next account
 - 2017
 - 2019
 - Account activated
 - Pending transactions
 - Images
 - Budget allocations

Original Budget	25,000.00
Revised Budget	.00
Current expenditures	.00
YTD expenditures	16,368.89
Unposted expenditures	.00
Encumbrances	4,491.36
Unposted encumbrances	.00
Dep. encumbrances	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-230

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Amend Contract – Transportation Services – Division of Human Services

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Human Services, and the attached letter of recommendation, I am submitting for your consideration this request to amend a requirement contract with **Senior Transportation Connection (STC)** in the amount of \$5,000 to provide **additional Transportation Services** due to increased ridership; for eligible Lakewood senior citizens, to serve Family to Family program clients, and for emergency situations to serve victims of fire and/or intradepartmental requests. This is the first of (2) additional one-year renewal options available to the city; contract effective March 1, 2018 through February 28, 2019. Contract award with STC now totals \$65,000. Upon adoption of amended Ordinance 43-17B, we will request another amendment in the amount of \$20,000.

Senior Transportation Connection submitted the best responsive and responsible proposal for the services required in RFP No. 16-014.

Contracting Authority:	Ordinance 43-17A \$65,000
Contracting Balance:	\$5,000 / \$0
Funding:	Office on Aging III Fund
Account Distribution:	250-4020-442-39-10 \$60,000
Account Balance:	(\$2,000) / (\$7,000)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Contractual Services
Commodity Code:	962-089
Bid Reference:	RFP No. 16-014

Kim Smith
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jenn Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



Memo

To: Kim Smith, Finance

From: Toni Gelsomino, Human Services

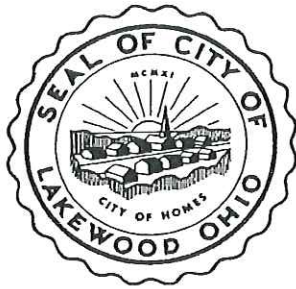
Date: September 24, 2018

Re: Board of Control – Senior Transportation Connection

1. I am requesting Board of Control approval to increase spending authority by \$5,000 from \$60,000 to \$65,000 in our contract with Senior Transportation Connection in order to pay the August invoice for services.
2. I am requesting approval to increase contracting authority for Senior Transportation Services from \$65,000 to \$85,000 to pay the remaining invoices received during 2018.
3. Upon approval of the \$20,000 increase in contracting authority, I will once again request Board of Control approval to increase spending authority. A contract not to exceed \$85,000 will reimburse the cost of non-emergency medical transportation for eligible Lakewood senior citizens for twelve months paid from account 250-4020-442-39-10 in 2018.

This contract with Senior Transportation Connection has provided non-emergency medical transportation for Lakewood residents, age 60 and older since March 2017. The transportation and customer service offered through STC has been well received by users and staff and has enabled the City of Lakewood Division of Aging to support older residents with simple access to non-emergency medical transportation. Monthly ridership has increased an average of 100 one way trips over last year usage. Weekly and monthly data sharing has enabled Human Services to understand demographics of residents served, medical services received and plan for future senior transportation needs.

Please contact me at 6687 for further information. Thank you for your consideration of this request.



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-073

February 15, 2018

Board of Control
City of Lakewood, Ohio 44107

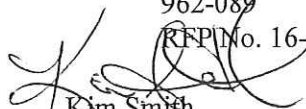
Subject: Renew Contract – Transportation Services – Division of Human Services

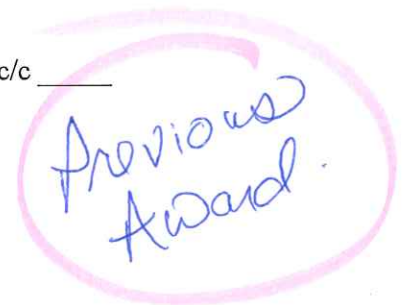
Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Human Services, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract with Senior Transportation Connection (STC) in the amount of \$60,000 to provide Transportation Services for eligible Lakewood senior citizens, to serve Family to Family program clients, and for emergency situations to serve victims of fire and/or intradepartmental requests. This is the first of (2) additional one-year renewal options available to the city; contract effective March 1, 2018 through February 28, 2019.

Senior Transportation Connection submitted the best responsive and responsible proposal for the services required in RFP No. 16-014.

Contracting Authority:	Ordinance 43-17 \$65,000
Contracting Balance:	\$54,301 / \$5,000
Funding:	Office on Aging III Fund
Account Distribution:	250-4020-442-39-10 \$60,000
Account Balance:	\$49,301 / (\$10,699)
Contract Approved by Law:	Yes _____ / No _____ / PO <input checked="" type="checkbox"/> / c/c _____
Object Code:	Contractual Services
Commodity Code:	962-089
Bid Reference:	RFP No. 16-014


Kim Smith
Purchasing Manager



	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works		_____	2/15/18
Kevin M. Butler, Director of Law		_____	2/15/18
Jenn Pae, Director of Finance		_____	2/15/18
Michael P. Summers, Mayor	_____	_____	_____



Sep 26, 2018 4:03:59 PM EDT
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250-4020-442.39-10

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Contractual Services / Other

Fiscal year: 2018

Budget: 60,000.00

Committed: 62,000.00

Balance: 2,000.00-

Project Data

Project Entry: Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	10,698.50	10,698.50
Q 02 February	5,922.00	16,620.50
Q 03 March	5,634.00	22,254.50
Q 04 April	6,120.00	28,374.50
Q 05 May	7,439.89	35,814.39

Payment information

Vendor	(* indicates pending)	Total
Q MERCHANTS LINEN SERVICES		656.97
Q SENIOR TRANSPORTATION CONNECTI		57,822.75

Encumbrances

PO #	Vendor	Balance
Q 088137	SENIOR TRANSPORTATION	2,177.25
Q 088440	MERCHANTS LINEN SERVI	1,343.03

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	250	Office on Aging IIIB Fund	Original Budget	60,000.00
Department	40	Human Services	Revised Budget	.00
Division	20	Aging	Current expenditures	149.53
Activity basic	44	Public Health	YTD expenditures	58,330.19
Sub activity	2	Public Health	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	3,520.28
Object	10	Other	Unposted encumbrances	.00

MW



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-231

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Amend of Contract – Tires and Road Service

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Fleet Management, and the attached letter of recommendation, I am submitting for your consideration this request to reduce the requirement contract with Ziegler Tire in the amount of \$2,500 for the provision of Tires and Road Service to the City for fiscal year 2018. Contract award to Ziegler Tire now totals \$12,500.

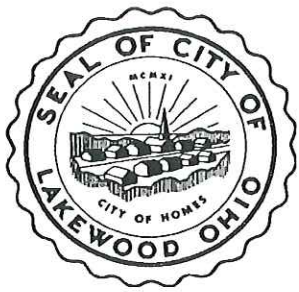
Tires & Road Service will be purchased through the rules established by the State of Ohio Cooperative Purchasing Program GDC027; contract RS901417.

Contracting Authority:	Ordinance 43-17A \$85,000
Contracting Balance:	\$10,000 / \$12,500
Funding:	General Fund
Account Distribution:	101-3050-414-42-17 \$70,000
Account Balance:	(\$5,000) / (\$2,500)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Operating Supplies / Tires
Commodity Code:	863-000
Bid Reference:	State of Ohio Cooperative Purchasing Program

Kim Smith
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-232

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Amend of Contract – Tires and Road Service

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Fleet Management, and the attached letter of recommendation, I am submitting for your consideration this request to increase the requirement contract with Sylvester Truck & Tire Service, Inc. in the amount of \$12,500 for the provision of Tires and Road Service to the City for fiscal year 2018. Contract award to Sylvester Truck & Tire Service Inc. now totals \$72,500.

Tires & Road Service will be purchased through the rules established by the State of Ohio Cooperative Purchasing Program GDC027; contract RS901417.

Contracting Authority:	Ordinance 43-17A \$85,000
Contracting Balance:	\$12,500 / \$0
Funding:	General Fund
Account Distribution:	101-3050-414-42-17 \$70,000
Account Balance:	(\$2,500) / (\$12,500)
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Operating Supplies / Tires
Commodity Code:	863-000
Bid Reference:	State of Ohio Cooperative Purchasing Program

Kim Smith
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____

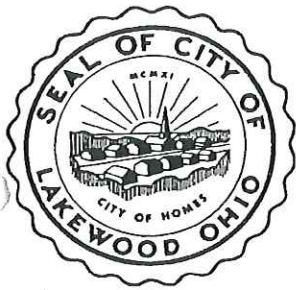


INTEROFFICE MEMORANDUM

TO: KIM SMITH
FROM: JAMES HOLMAN
SUBJECT: TIRES & ROAD SERVICE
DATE: 9/28/2018
CC: JOE BENO

Please accept this letter of recommendation to raise the contract amount with Sylvester Tire from \$60,000 to \$72,500 and to reduce the contract amount for Ziegler Tire from \$15,000 to \$12,500.

This will be to cover costs through November 2018, not to exceed \$85,000.



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-038

February 5, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Award of Contract – Tires and Road Service

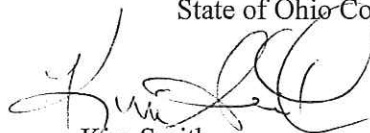
Dear Members of the Board:





Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Fleet Management, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to **Ziegler Tire** in an amount not to exceed ~~\$60,000~~ to provide Tires and Road Service to the City for fiscal year 2018. *\$15,000 Kim*

Tires & Road Service will be purchased through the rules established by the State of Ohio Cooperative Purchasing Program GDC027; contract RS901417.

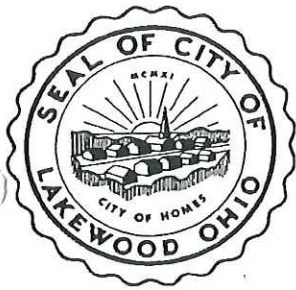
Contracting Authority:	Ordinance 43-17 \$85,000
Contracting Balance:	\$68,441 / \$25,000 <i>\$55,842 Kim</i>
Funding:	General Fund
Account Distribution:	101-3050-414-42-17 \$70,000
Account Balance:	\$53,441 / \$10,000 <i>\$40,842 Kim</i>
Contract Approved by Law:	Yes <input type="checkbox"/> / No <input type="checkbox"/> / PO <input checked="" type="checkbox"/> / c/c <input type="checkbox"/>
Object Code:	Operating Supplies / Tires
Commodity Code:	863-000
Bid Reference:	State of Ohio Cooperative Purchasing Program

Previous Award


Kim Smith
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works		_____	<u>2/5/18</u>
Kevin M. Butler, Director of Law		_____	<u>2/5/18</u>
Jennifer Pae, Director of Finance		_____	<u>2/5/18</u>
Michael P. Summers, Mayor		_____	<u>2-5-18</u>





12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-17-039

February 5, 2018

Board of Control
City of Lakewood, Ohio 44107


Subject: Award of Contract – Tires and Road Service

Dear Members of the Board:





Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Fleet Management, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to Sylvester Truck & Tire Service, Inc. in an amount not to exceed \$15,000 to provide Tires and Road Service to the City for fiscal year 2018. \$60,000 Kim

Tires & Road Service will be purchased through the rules established by the State of Ohio Cooperative Purchasing Program GDC027; contract RS901417.

Contracting Authority: Ordinance 43-17 \$85,000
Contracting Balance: \$25,000 - \$10,000 \$55,842 / \$10,000 Kim
Funding: General Fund
Account Distribution: 101-3050-414-42-17 \$70,000
Account Balance: ~~\$40,842~~ \$10,000 / (\$5,000)
Contract Approved by Law: Yes _____ / No _____ / PO ☒ / c/c _____
Object Code: Operating Supplies / Tires
Commodity Code: 863-000
Bid Reference: State of Ohio Cooperative Purchasing Program


Kim Smith
Purchasing Manager

Previous Award

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works		_____	2/5/18
Kevin M. Butler, Director of Law		_____	2/5/18
Jennifer Pae, Director of Finance		_____	2/5/18
Michael P. Summers, Mayor		_____	2-5-18



Sep 28, 2018 2:57:39 PM EDT
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101-3050-414.42-17

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Q Operating Supplies / Tires

Fiscal year: 2018 Dr

Budget: 70,000.00

Committed: 72,000.00

Q Balance: 2,000.00-

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	23,333.21	23,333.21
Q 02 February	2,244.72	25,577.93
Q 03 March	7,597.38	33,175.31
Q 04 April	4,292.10	37,467.41
Q 05 May	3,842.92	41,310.33

Payment information

Vendor	(* indicates pending)	Total
Q SYLVESTER TRUCK & TIRE SERVICE		52,571.46
Q ZIEGLER TIRE & SUPPLY CO.		9,755.88

Encumbrances

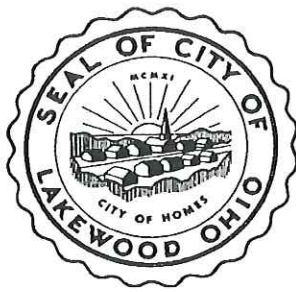
PO #	Vendor	Balance
Q 087976	SYLVESTER TRUCK & TIR	7,428.54
Q 087983	ZIEGLER TIRE & SUPPLY	2,244.12

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	101	General Fund	Original Budget	70,000.00
Departaent	30	Public Works	Revised Budget	.00
Division	50	Fleet Management	Current expenditures	3,907.76
Activity basic	41	General Government	YTD expenditures	58,419.58
Sub activity	4	General Government	Unposted expenditures	.00
Element	42	Operating Supplies	Encumbrances	9,672.66
Object	17	Tires	Unposted encumbrances	.00
			Pre encumbrances	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-233

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107


Subject: Award of Contract – Purchase of (2) Electric Vehicle Charging Stations

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety, Mayor's Office, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to ChargePoint in an amount not to exceed \$68,494 for the purchase of (2) Electric Vehicle Charging Stations, including related equipment/software. Units will be placed at Winterhurst Ice Rink and our downtown Lakewood City Center Park. Electric Vehicle Charging Stations will be paid for by NOPEC NEC Community grant as authorized by Resolution 8986-18 adopted March 5, 2018.

Electric Vehicle Charging Stations will be purchased through Sourcewell (formerly National Joint Powers Alliance (NJPA)) Contract #051017-CPI as authorized by Lakewood Codified Ordinances §111.04, allowing the City to purchase from agencies without the necessity of bidding.

Contracting Authority:	Ordinance 52-17 \$3,000,000
Contracting Balance:	\$233,206 / \$164,712
Funding:	General Fund
Account Distribution:	101-3099-425-60-02 \$615,000
Account Balance:	\$147,764 / \$79,270
Contract Approved by Law:	Yes ____ / No ____ / PO ____ / c/c ____
Object Code:	Charging Stations
Commodity Code:	450-007
Bid Reference:	Sourcewell


Kim Smith
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____





MEMORANDUM

DATE: September 26, 2018
TO: Kim Smith, Purchasing
FROM: Michael P. Summers, Mayor
RE: Purchase of Electric Vehicle Charging Stations

I am requesting Board of Control approval of the purchase of two (2) Electric Vehicle Charging Stations. NOPEC's grant process requires that grant money be transferred from NOPEC to the municipality, not a vendor. The city will be paying the vendor, ChargePoint from NOPEC NEC grant funds it receives from NOPEC.

The Electric Vehicle Charging Stations are the second project being submitted for NOPEC NEC Grant money.

The city of Lakewood is a member of the SourceWell pricing consortium. SourceWell has partnered with ChargePoint to offer better pricing for its members. We are waiting for a revised quote with ChargePoint's pricing for SourceWell members. The pricing will not be any higher than the quotes attached and pricing reflected below.

1. **DC Fastcharge Charging Station** – Expected Location: Serpentine Winterhurst Parking Lot
14740 Lakewood Hts. Boulevard

Cost of ChargePoint DC Fastcharge Charging Station

Charger	\$35,800
Concrete Mounting Template	\$ 799
Cloud Software Plan (5 years)	\$ 2,210
ChargePoint Assure (5 years)	\$15,500
Station Activation	\$ 349
Site Support and Validation	\$ 600
Shipping & Handling	<u>\$ 1,050</u>
Total Cost of Charging Station & Support	\$56,308



2. **Level 2 Charging Station** – Expected Location: Downtown Lakewood City Center Park
14821 Detroit Avenue

Cost of ChargePoint Level 2 Charging Station

Charger	\$ 7,210
Bollard/Concrete Mounting	\$ 95
Cloud Software Plan (5 years)	\$ 2,210
ChargePoint Assure (5 years)	\$ 2,495
Station Activation	\$ 0
Site Support and Validation	\$ 0
Shipping & Handling	\$ 176
Total Cost of Charging Station & Support	\$12,186

A copy of the Quotes from ChargePoint are attached hereto.

Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Jimmy Smith
E-Mail: jimmy.smith@chargepoint.com
Telephone: 669.237.3419

Quote Number: Q-37244-1
Date: 9/26/2018
Expires On: 10/26/2018

Primary Contact: Shannon Strachan

Bill To Address
City of Lakewood, Ohio
12650 Detroit Avenue
Lakewood Ohio 44107
United States

Ship To Address
City of Lakewood, Ohio
12650 Detroit Avenue
Lakewood Ohio 44107
United States

Product Name	Product Description	Qty	Unit Price	Total Price
CPE250C-CCS1-CHD	CP Express 250 Station (50 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 cable, 1x CHAdeMO cable, North America Modem/SIM	1	USD 35,800	USD 35,800
CPE250-CMT	Concrete Mounting Template for Express DC Stations. Base Mounting template designed for CP250 and Express Plus Stations. This template is used to align conduits and mounting bolts. This template is to be installed into the foundation before the concrete pad is poured. The CPE250-CMT and CPE200-Adapter are required for CPE200 installations that have a planned swap for a CPE250.	1	USD 799	USD 799
CPCLD-COMMERCIAL-DC-5	5yr Prepaid, DC, Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	1	USD 2,210	USD 2,210
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	1	USD 349	USD 349



Product Name	Product Description	Qty	Unit Price	Total Price
CPEXPRESS-SITEVALID	Customer works with their own contractor to perform the construction and station installation. CPEXPRESS-SITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. To be used when the customer is not using an O&M Partner or self-validating Channel Partner to install their stations. Note that a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. A successful Site Validation is a prerequisite to purchase ChargePoint Assure. CPEXPRESS-SITEVALID is priced per power module.	2	USD 300	USD 600
EXPRESS-ASSURE5	5yr prepaid Assure Plan priced per power module	2	USD 7,750	USD 15,500

Quote Total: USD 55,258.00

Shipping and Handling: USD 1,050.00

Grand Total: USD 56,308.00

Sales tax in applicable states (AZ, CA, FL, GA, MA, NY, PA, TX, WA) and shipping fees will be applied to invoice.

Quote Acceptance

- All pricing is confidential between Customer and ChargePoint.
- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- All invoices are Net 30 days. Credit checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Requested Ship Date :

AP Contact Name :

AP Contact E-Mail :



Quotation

ChargePoint, Inc.
Driving a Better Way™
chargepoint.com

Sales Representative: Jimmy Smith
E-Mail: jimmy.smith@chargepoint.com
Telephone: 669.237.3419

Quote Number: Q-32648-1
Date: 7/18/2018
Expires On: 8/17/2018

Primary Contact: Alex Harnocz

Bill To Address
City of Lakewood, Ohio
12650 Detroit Avenue
Lakewood Ohio 44107
United States

Ship To Address
City of Lakewood, Ohio
12650 Detroit Avenue
Lakewood Ohio 44107
United States

Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CT4021-GW1	Dual Output Gateway Option USA, Bollard Unit - 208/240V @30A with Cord Management	1	USD 7,210	0	USD 7,210	USD 7,210
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	1	USD 95	0	USD 95	USD 95
CPCLD-COMMERCIAL-5	5yr Prepaid Commercial Cloud Plan. Includes Secure Network Connection, On-going Station Software updates, Station Inventory, 24x7 Driver Support, Host Support, Session Data and Analytics, Fleet Vehicle Management and Integration, Fleet Access Control, Valet Dashboard, Power Management (Circuit, Panel, Site Sharing), Scheduled Charging, Driver Access Control, Pricing and Automatic Funds Collection, Waitlist, Videos (on supported hardware).	2	USD 1,105	0	USD 1,105	USD 2,210
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure.	1	USD 2,495	0	USD 2,495	USD 2,495



Product Name	Product Description	Qty	List Price	Disc%	Unit Price	Total Price
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	1	USD 349	100	USD 0	USD 0
CPSUPPORT-SITEVALID	Customer works with their own contractor to perform the construction and station installation. CPSUPPORT-SITEVALID is used to validate that a customer installation has been performed per ChargePoint published requirements. The on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. CPSUPPORT-SITEVALID is priced per gateway station and used when the customer is not using an O&M Partner or self-validating Channel Partner to install their stations. Note that a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. A successful Site Validation is a prerequisite to purchase ChargePoint Assure.	1	USD 599	100	USD 0	USD 0

Quote Total: USD 12,010.00
Shipping and Handling: USD 176.00
Grand Total: USD 12,186.00

Sales tax in applicable states (AZ, CA, FL, GA, MA, NY, PA, TX, WA) and shipping fees will be applied to invoice.



ChargePoint

Electric Vehicle Charging Stations

#051017-CPI

Maturity Date: 07/25/2021

Products & Services

Sourcewell contract 051017-CPI gives access to the following types of goods and services:

- Level 2 and DC fast charging stations for electric vehicles
- Network services
- Maintenance plans and accessories

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

Sep 28, 2018 10:56:11 AM EDT
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SUPERION
NaviLine

101-3099-425.60-02
Account miscellane
Budget miscellane
Encumbrances
Pre-encumbrances
Transactions
Detail by date
Detail by code
Detail by year & p
Pending by date
Pending by code
Pending by year
Procurement car

Account information
Utilities / Electricity
Fiscal year: 2018 Dr
Budget: 615,000.00
Committed: 467,235.91
Balance: 147,764.09

Account Balance by Period
06 June 47,433.24 309,756.11
07 July 47,383.39 357,139.50
08 August 47,224.14 404,363.64
09 September 46,772.27 451,135.91
10 October .00 451,135.91
11 November .00 451,135.91
12 December .00 451,135.91

Encumbrances
PO # Vendor Balance
088745 GRAYBAR ELECTRIC CO., 16,100.00
088746 ILLUMINATING CO .00

Segment/Balance Details
Fund 101 General Fund
Department 30 Public Works
Division 99 Street Lighting
Activity basic 42 Public Safety
Sub activity 5 Public Safety
Element 60 Utilities
Object 02 Electricity

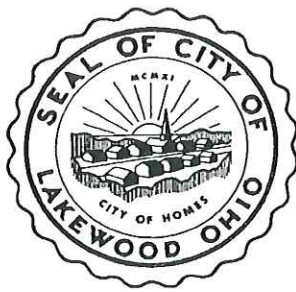
Project Data
Project Entry Optional

Payment information
Vendor (* indicates pending) Total
ILLUMINATING CO 114,079.00

Pre Encumbrances
Type Req/PO Project Balance

Original Budget 615,000.00
Revised Budget .00
Current expenditures 46,772.27
YTD expenditures 404,363.64
Unposted expenditures .00
Encumbrances 16,100.00
Unposted encumbrances .00
Pre-encumbrances .00

Print
Cancel
Exit
Previous acc...
Next account
2017
2019
Account activi...
Pending trans...
Images
Budget alloca...



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-234

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Renew Contract – Professional Service Contract – Re: Financial Auditing Services

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Finance, and the attached letter of recommendation, I am submitting for your consideration this request to renew a requirement contract with James G. Zupka, CPA, Inc. in the amount of \$57,290 to perform the city's Financial Audit and assist in preparation of the city's (GAAP) Financial Statements. This is the first of (3) additional one-year renewal options available to the City for the year ended December 31, 2018.

James G. Zupka, CPA, Inc. was pre-qualified for auditing services through the State of Ohio.

Contracting Authority:	Ordinance 43-17A \$75,000
Contracting Balance:	\$19,722 / (\$37,568)
Funding:	General Fund
Account Distribution:	101-5001-412-30-01 \$60,000
Account Balance:	\$3,722 / (\$53,568)
Contact Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Professional Services / Accounting and Auditing
Commodity Code:	918-004
Bid Reference:	Professional Service

Kim Smith
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public Works	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



MEMORANDUM

DATE: October 1, 2018

TO: Board of Control

FROM: Keith Schuster, Assistant Director of Finance

RE: Annual Financial Audit --2018
GAAP Conversion 2018-2020

This memo is a request for the Board of Control to approve a professional services contract with James G. Zupka, C.P.A. to perform the annual financial audit for the calendar year ending of December 31, 2018.

James G. Zupka, C.P.A. will audit the financial statements of the City of Lakewood for the year ended December 31, 2018. The document that James G. Zupka, C.P.A. submits to the City will include the Schedule of Expenditures of Federal Awards and various financial statements and schedules for a fee of \$40,000.

James G. Zupka, C.P.A. will help prepare (GAAP) financial statements of the City of Lakewood for the years ended of December 31, 2018- 2020.

The cost for each year:

Ending on December 31, 2018 \$17,290.

Ending on December 31, 2019 \$17,290.

Ending on December 31, 2020 \$17,480.

The account to be used to pay for this service is 101-5001-412-30-01.

The contracts are (not to exceed the amount of \$57,290 in 2019).

See attachment for the contracts

Thank you for your consideration.



Dave Yost • Auditor of State

EXTENSION AGREEMENT

This Agreement between Auditor of State Dave Yost (Auditor), City of Lakewood
Cuyahoga County (Public Office), and James G. Zupka, CPA, Inc. an
independent public accountant (IPA), extends an existing agreement between these parties as identified in SECTION
I below and incorporated herein by reference. These parties agree to abide by all terms and conditions of the
original agreement, except as specifically identified in Section II below, and that no remuneration will be granted
in relation to work performed under this modification/extension prior to the execution of this Agreement by
all parties.

SECTION I - ORIGINAL CONTRACT INFORMATION

Public Office Name on RFP	<u>City of Lakewood</u>	
Original Contract Period	<u>01/01/2014 - 12/31/2017</u>	
Date RFP was issued	<u>9/3/2014</u>	Date MOA Executed <u>10/8/2014</u>
Public Office Contact	<u>Jennifer Pae</u>	E-mail <u>jennifer.pae@lakewoodoh.net</u>
IPA Contact	<u>James G. Zupka, CPA, Inc.</u>	E-mail <u>jgz@jgzcpa.com</u>

SECTION II - EXTENSION INFORMATION

Extension Period: 1/1/2018 to 12/31/2018
Check one: Annual Audit ☒ or Biennial Audit ☐

The RFP and related contract are hereby amended for the audit periods noted above as follows:

Work Papers, Work Product, and Records Retention

The IPA will maintain all engagement documentation in segregated files. The IPA agrees to provide the Auditor of State unconditional access to examine and review engagement documentation created or obtained by the IPA involving its performance under the contract. The IPA agrees to provide copies of any engagement documentation determined necessary by the Auditor of State. The Auditor of State is bound by ORC 4701.19, which provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the Auditor of State's office, and are not public records available for public disclosure. In the case of support for a finding for recovery, the Auditor of State may request the IPA to sign a limited waiver of this statutory provision. The IPA also will maintain and provide access to timesheets and expense reports that support the IPA's invoices under the contract. All such engagement documentation, timesheets, and expense reports shall be retained by the IPA for a period of five (5) years from the date of completion of the contract.

Review of Reports and Work Papers - Access to / Retention Thereof

Furthermore, should it be necessary for AOS to send a notice of proposed finding regarding a potential finding for recovery, AOS will require the IPA to execute a limited waiver, to be prepared by AOS. It is the AOS' policy to allow the individual subject to the proposed FFR to review the engagement documentation (i.e. work papers) on which the proposed finding is based. Since Ohio Rev. Code § 4701.19 provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the AOS, it is necessary for the IPA to execute the limited waiver for the sole purpose of permitting AOS to show supporting documents (i.e. work papers) to those subject to proposed findings for recovery.

SECTION II – EXTENSION INFORMATION (continued)

Federal Awards

The IPA firm anticipates 1 major programs to be included in the Single Audit testing for each year of the contract.

Contract Modifications

Modifications should only be requested for issues which were not known at the time of the original proposal, including but not limited to, changes in accounting or professional standards, changes in reporting entity, significant changes in funding, due date changes, etc. IPAs must utilize the Contract Modification application via the IPA Portal, after any necessary discussions with the Auditor of State representative, and obtain the Public Office's approval per the Auditor of State's contract modification policy. The Auditor of State will review, and if determined appropriate, approve the signed contract modification, which will set forth the terms of the contract between the Auditor of State, the Public Office and the firm. Such agreement must be executed by the Auditor of State prior to the performance of any additional work. No remuneration will be granted in relation to work performed prior to execution of such agreement. Any additions or reductions to the work agreed to between the Public Office and the firm shall be at an hourly rate that will not exceed the average hourly rate for the corresponding fiscal period set forth in the schedule of fees and expenses included in the original dollar cost bid, except in limited circumstances approved by the Auditor of State where the total cost for the audit period does not exceed the original proposed amount.

The IPA agrees to work closely with the Auditor of State's office and the Public Office to resolve issues as they arise prior to performance of additional procedures perceived to be beyond the scope of a prudent proposal submitted in response to this Request for Proposals.

Note: If the contract requires MBE/EDGE participation (Section I.E), any change in hours must be evaluated to determine the impact on the 15% cost requirement. Any change in cost would impact the dollar amount required to be set aside for the MBE/EDGE firm. If the modification causes the hours to exceed 800, a MBE/EDGE firm must be added to the engagement for the affected period.

Hinkle Annual Financial Data Reporting System (Hinkle System)

As required by Ohio Revised Code 117.38, public offices must file their annual financial reports with the Auditor of State (AOS). As described in Auditor of State Bulletin 2015-007, all entities required to file with the AOS must file electronically via the Hinkle Annual Financial Data Reporting System (Hinkle System).

As required by the Bulletin, any independent public accounting (IPA) firms contracted to perform audits for the AOS will audit the financial statements uploaded and submitted to the AOS via the Hinkle System. At the commencement of the audit, the IPA will verify with the entity that the financial statements submitted via the Hinkle System are the final, unaudited financial statements for the audit period. If the financial statements required modification, the entity must contact the AOS at HinkleSystem@ohioauditor.gov in order to re-file.

When financial statements filed via the Hinkle System are audited by the IPA firm, the Hinkle System will include an audit adjustment application which requires the IPA firm to key in audit adjustments for cities, counties, schools, community schools, townships, libraries and villages to Hinkle System data as part of the audit finalization procedures. The adjustments should be entered prior to submitting the final report package to ipareport@ohioauditor.gov (or faxed to 866-603-003).

Extension Agreement
City of Lakewood

SECTION II – EXTENSION INFORMATION (continued)

Manner of Payment

The Auditor of State requires that electronic invoices be submitted for Auditor of State approval via the IPA Portal billing process prior to presenting the invoice to the Public Office for payment. No payments should be processed by the Public Office without Auditor of State approval.

Progress payments should be made on the basis of work completed during the billing period incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month. Billings for work completed must be submitted to the Auditor of State timely.

For the final billing, invoices will be processed as above; however, they must provide total actual hours for the engagement. In addition, invoices must be submitted no later than 90 days after the release of the report by the Auditor of State's Clerk of the Bureau. Invoices may NOT be permitted to be submitted and accepted for processing after the 90 days have expired.

All invoices must certify that all amounts set forth therein are properly due and payable for work performed by the IPA and/or by the specified qualified subcontractors, if applicable.

Subject to approval of the billing, the amount paid to the IPA for each billing shall be the total amount billed. However, under no circumstances shall the total amount paid prior to final acceptance of the engagement work for the fiscal period in question exceed eighty (80) percent of the total fee for the current engagement fiscal period, as specified in the contract. Upon approval of the final reports by the Auditor of State, the IPA may submit an invoice for the remainder due for the current engagement fiscal period. No payment shall be construed as acceptance of the engagement work or of any reports by the Auditor of State.

The Auditor of State may inspect the records and work papers of the IPA and of any subcontractor to determine the validity of billings. Adequate records shall be maintained by the IPA to support all billings.

Date Final Report is Due

It is anticipated this process will be completed and the final report delivered by June 30th for each engagement period of the contract. The final report package should be e-mailed to ipareport@ohioauditor.gov no later than this date.

Affirmations

If the Mandatory Elements Form is provided, the IPA shall mark "Affirmed" or "N/A," as applicable, for each of the affirmations noted on the Mandatory Elements Form.

Cost: Refer to the attached Schedule of Professional Fees and Expenses for details related to the costs associated with this Extension.

Indemnification

The IPA shall indemnify, defend, and hold harmless the Auditor of State, and its personnel, officers, and employees from and against any claims, liabilities, expenses or suits relating to this Agreement or the services provided by the IPA under this Agreement as to any suit, action, or claim asserted or prosecuted by third parties solely for death, bodily injury, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligent acts or intentional misconduct of the IPA or its subcontractor while engaged in the performance of the Services; and, at its own expense in any such instances, the IPA shall pay all attorneys' fees, damages, court costs, and other expenses arising out of any such litigation or claim; and, at its own expense, the IPA shall satisfy and cause to be discharged any judgments as may be obtained against the Auditor of State or any of its personnel, officers, or employees pursuant to any such litigation or claim, provided, however, if there is also fault on the part of any entity or individual indemnified hereunder or any entity or individual acting on the Auditor of State's behalf, the foregoing indemnification shall be on a comparative fault basis.

Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

SECTION II – EXTENSION INFORMATION (continued)

The IPA shall indemnify, defend and hold harmless the Auditor of State and its personnel from all Claims attributable to the claims or suits asserted or prosecuted by third parties for infringement by a Deliverable of any patent existing at the time of delivery and known to the IPA or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by the IPA or its subcontractors or use thereof in a manner not contemplated by the Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by the IPA, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by the IPA. If the Auditor of State or the Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the IPA, at its option and expense, shall have the right to (x) procure for Auditor of State and Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non infringing; provided that, if (y) or (z) is the option chosen by the IPA, the replacement or modified Deliverable is capable of performing substantially the same function. In the event the IPA cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, the IPA may require the Auditor of State and Client to cease use of such Deliverable and refund the professional fees paid to the IPA with respect to the Services giving rise to such Deliverable.

The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of the IPA, relating to a claim that any of the IPA's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

As a condition to the foregoing indemnity obligations, the IPA shall be given written notice of the assertion of such claims or suits for which indemnification is sought (an "Indemnity Claim") promptly after such matters are brought to the attention of the Auditor of State and shall cooperate in all reasonable and customary respects with the IPA in connection with any such Indemnity Claim, suit or claim covered by the indemnity obligation. The IPA shall be entitled to defend, settle, and control the handling of any such Indemnity Claim, in its sole discretion, with counsel of its own choosing. The IPA, however, shall not settle any such Indemnity Claim without the prior written consent of the Auditor of State (which shall not be unreasonably withheld) except such consent is not required if (1) the sole relief provided is the payment of monetary damages by the IPA or, to the extent that any non-monetary relief is provided, such non-monetary relief is applicable only to the IPA, (2) there is no admission of any fault or wrongdoing on the part of the Auditor of State, and (3) the compromise or settlement contains a full and unconditional release (other than a condition of receipt of payment from the IPA) of the Auditor of State from liability in respect of such Indemnity Claim. Subject to the assent of the Attorney General of Ohio, the Auditor of State shall be permitted to participate in (but not control) the defense and settlement of any such Indemnity Claim that impacts the interest of the state of Ohio and to employ separate counsel in connection with such Indemnity Claim. The fees and expenses of such separate counsel shall be at the Auditor of State's expense. Nothing contained herein, however, is intended to confer to any third party any right or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the IPA firm's liability for failure to comply with the terms of the Agreement or for professional negligence or misconduct.

The IPA shall be solely responsible to Auditor of State and the Client for the performance of the services provided by the IPA under this Agreement. The Client agrees that it will not bring any claims or suits arising from or relating to the IPA's performance of the services under this Agreement against the Auditor of State.

Extension Agreement
City of Lakewood

SECTION III - RECITALS/APPROVAL

Due to the need for a contract extension, as stated in SECTION II above, the parties with intent to be legally bound agree as follows:

1. IPA shall, in the performance of its engagements related to the Public Office for the fiscal period(s) set forth in the original Contract, previous Modification Agreements, and in this Agreement, perform all engagement work as set forth in the original Memorandum of Agreement, previous Modifications Agreements and in this Agreement;
2. The performance of the engagement work provided for in this Agreement, and all related payments provided for herein, shall in all respects be subject to the terms and conditions set forth in the original Contract;
3. Should this extension result in the total hours of the contract to exceed the threshold established for use of a MBE/EDGE subcontractor, the IPA shall follow all minority participation and other relevant requirements of the original contract. If applicable, the required MBE/EDGE subcontractor with respect to this Agreement will be:

Subcontractor: _____

Address: _____


4. Should this extension involve the use of other subcontractors, the IPA shall follow all relevant requirements of the original contract. If applicable, the other subcontractor with respect to this Agreement will be:

Subcontractor: _____

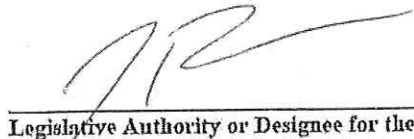
Address: _____

In the event of any conflict or inconsistency between the provisions of this Agreement and the parties' prior contract, the provisions of this Agreement shall control in all respects.

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.


James G. Zupka, CPA, Inc.

August 7, 2018
Date


Legislative Authority or Designee for the City of Lakewood

8/14/18
Date

Ami M. Mayne

Digitally signed by Ami M. Mayne
DN: dc=us, dc=oh, dc=state, dc=auditor,
ou=AOS, ou=Audit Administration, cn=Ami M.
Mayne, email=AMMayne@ohioauditor.gov
Date: 2018.08.21 09:18:04 -04'00'

Auditor of State

Date

Approved As To Legal Form:


Director of Law, City of Lakewood

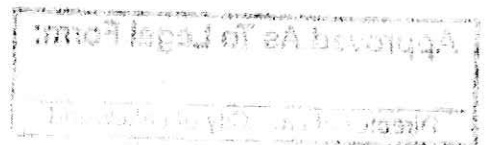
Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

City of Lakewood

Cuyahoga County

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES TO SUPPORT THE TOTAL ALL-INCLUSIVE FIXED FEE FOR AUDIT SERVICES – January 1, 2018 through December 31, 2018 EXTENSION

		<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Total Fixed fee</u>	<u>Amount attributed to MBE/EDGE (if applicable)</u>
Partners		<u>80</u>			
Managers		<u>86</u>			
Supervisory staff		<u>190</u>			
Staff		<u>144</u>			
Other (specify):		<u>0</u>			
Total for period ending	2018	<u>500</u>	<u>\$ 80</u>	<u>\$ 40,000</u>	<u>\$</u>
		<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Total Fixed fee</u>	<u>Amount attributed to MBE/EDGE (if applicable)</u>
Fiscal period ending	20xx	<u></u>	<u>\$</u>	<u>\$ 0</u>	<u>\$</u>
Fiscal period ending	20xx	<u></u>	<u>\$</u>	<u>\$ 0</u>	<u>\$</u>
Fiscal period ending	20xx	<u></u>	<u>\$</u>	<u>\$ 0</u>	<u>\$</u>
Fiscal period ending	20xx	<u></u>	<u>\$</u>	<u>\$ 0</u>	<u>\$</u>
Total for fiscal periods	2018	<u>500</u>	<u>\$ 80</u>	<u>\$ 40,000</u>	<u>\$ 0</u>



JAMES G. ZUPKA, C.P.A., INC.

Certified Public Accountants

5240 East 98th Street

Garfield Hts., Ohio 44125

Member American Institute of Certified Public Accountants

(216) 475 - 6136

Ohio Society of Certified Public Accountants

August 16, 2018

Ms. Jennifer Pae
Finance Director
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

Dear Ms. Pae:

This letter confirms our recent discussion regarding professional accounting services our firm can provide the City of Lakewood, Ohio.

We will provide the following services to prepare the financial statements in accordance with GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, and all other GASB statements applicable to the preparation of the financial statements and the CAFR for the years ended December 31, 2018 through December 31, 2020:

1. We will assist and review the Management's Discussion and Analysis which will include the following components:
 - a. Description of the basic financial statements
 - b. Provision of condensed government-wide financial information in the form of condensed financial statements
 - c. Analysis of the overall financial position and results of operations for governmental activities and business-type activities
 - d. Discussion of significant transactions and changes in individual funds
 - e. Discussion of what happened with the budget this year
 - f. Description of capital assets and long-term debt activity during the year
 - g. Description of what happened to infrastructure assets
 - h. Description of any currently known facts, decisions, or conditions that are expected to have a significant effect on next year and beyond
2. We will prepare the two types of basic financial statements: government-wide statements and fund financial statements. In relation to these statement, the following areas will be addressed:

Assets and Deferred Outflows of Resources

- a. Distinction between governmental and business-type activities
- b. Review the capital assets, including infrastructure assets and depreciation schedule prepared by the City

Liabilities and Deferred Inflows of Resources

- a. Distinction between governmental and business-type activities
- b. Review of City prepared accounts payable and accrued liabilities by fund/function

Ms. Jennifer Pae, Finance Director
City of Lakewood
August 16, 2018
Page 2

2. (Continued)

Net Position

- a. Distinction between governmental and business-type activities
- b. Conversion of fund balances to the three components of net position required for government-wide reporting
 1. Invested in capital assets, net of related debt
 2. Restricted
 3. Unrestricted

Revenues

City will assist in the identification and reporting of revenues as program revenues and general revenues

Expenses

- a. Identification and reporting of expenses by function/program
- b. Identification and reporting of indirect expenses, if applicable

Fund Financial Statements

- a. Identification and reporting of major and nonmajor funds for financial statement presentation
- b. Reconciliation of governmental fund statements to governmental entity-wide statements

Footnote Disclosures

Modification of footnote disclosures as deemed necessary by new GASB Statements

3. We will assist with the preparation of the budgetary comparison schedules to include both the original and final budgets for the general and major special revenue funds. We will also assist with the preparation of budgetary schedules for all other funds.
4. City will assist with preparation of the Statistical Section which is in accordance with GASB Statement No. 44, *Economic Condition Reporting: The Statistical Section*.

We wish to emphasize that our services do not include an audit of the financial statements in accordance with generally accepted auditing standards, nor an expression of opinion as to their fair presentation. Further, our services are not specifically designed and cannot be relied upon to disclose defalcations or other irregularities although, if present, their discovery may result.

Our proposed fees are based on the level of services we provide to your City. The following estimate was prepared based on our recent conversation and assumes information and documents we discussed will be provided by your staff.

Ms. Jennifer Pae, Finance Director
City of Lakewood
August 16, 2018
Page 3

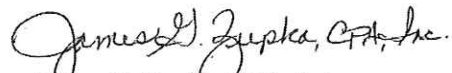
Our fee for preparation of the basic financial statement services will be based upon the amount of time required for such services. We have listed detailed information regarding hours and fees in the attachment. We will invoice only for the hours incurred on this engagement. Should be encounter circumstances that would increase the estimated hours, we will advise you and the increased hours would be agreed to by both parties prior to any changes. We will complete the basic financial statements and the Comprehensive Annual Financial Report by May 15th of each year under contract.

Should services other than those covered by this letter be required or requested, their extent and the additional fees will be discussed before we perform the work.

We shall be pleased to discuss this letter with you at any time and to explain the reasons for any item. We appreciate this opportunity to respond to your request for accounting services and we are looking forward to working with you and your staff on this engagement.

If the terms above are acceptable to the City of Lakewood and the services outlined are in accordance with the City's requirements, please sign the copy of this letter in the space provided and return it to us.

Sincerely,


James G. Zupka, CPA, Inc.
Certified Public Accountants

Accepted by the City of Lakewood

By _____

Title _____

Date _____

SCHEDULE OF FEES

The following lists the anticipated hours and hourly rate to accomplish the proposed accounting services for the City of Lakewood for the period December 31, 2015 through December 31, 2018. These fees include implementation of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* and GASB Statement No. 75, *Postemployment Benefits Other Than Pensions*.

<u>Staff</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Partner	10	10	10
Manager	140	140	140
Staff Accountant	40	40	40
Total Hours	190	190	190
Hourly Rate	\$ 91	\$ 91	\$ 92
Total Fees	<u>\$ 17,290</u>	<u>\$ 17,290</u>	<u>\$ 17,480</u>

Sep 27, 2018 9:32:34 AM EDT

File Edit Commands Help

SUPERION

NavLine®

101-5001-412.30-01

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Professional Services / Accounting and Auditing

Fiscal year: 2018

Budget: 60,000.00

Committed: 56,278.00

Balance: 3,722.00

Project Data

Project Entry Optional

Account Balance by Period

Q 06 June	3,181.50	55,503.50
Q 07 July	61.50	55,565.00
Q 08 August	.00	55,565.00
Q 09 September	8.20	55,573.20
Q 10 October	.00	55,573.20
Q 11 November	.00	55,573.20
Q 12 December	.00	55,573.20

Payment information

Vendor	(* indicates pending)	Total
Q TREASURER, STATE OF OHIO		295.20
Q JAMES G. ZUPKA, CPA, INC.		55,278.00

Encumbrances

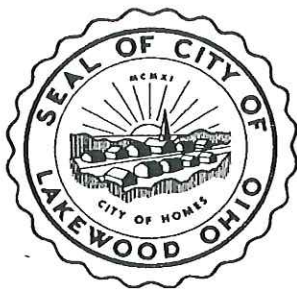
PO #	Vendor	Balance
Q 088282	JAMES G. ZUPKA, CPA,	.00
Q 088283	TREASURER, STATE OF O	704.80

Pre Encumbrances

Type	Req/PO	Project	Balance
------	--------	---------	---------

Segment/Balance Details

Fund	101	General Fund	Original Budget	60,000.00
Department	50	Finance	Revised Budget	.00
Division	01	Finance	Current expenditures	8.20
Activity basic	41	General Government	YTD expenditures	55,565.00
Sub activity	2	General Government	Unposted expenditures	.00
Element	30	Professional Services	Encumbrances	704.80
Object	01	Accounting and Auditing	Unposted encumbrances	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-235

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107


Subject: Amend Contract – Professional Service Contract – Re: Overflow Monitoring & Reporting Services

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to amend a Professional Services Contract to CT Consultants in an amount not to exceed \$110,000 for additional work to be performed in the annual operation, maintenance, data collection and reporting of (58+) overflow monitors and (2) rain gauges within the city. Collected data will be used for reporting overflow occurrences to the Ohio EPA. Contract award with CT Consultants now totals \$360,000.

CT Consultants was identified as the best provider of these services based on their submitted RFP.

Contracting Authority:	Ordinance 49-17 \$11,500,000
Contracting Balance:	\$5,411,599 / \$5,301,599
Funding:	Wastewater Collection Fund
Account Distribution:	510-3070-431-39-10 \$2,546,000
Account Balance:	\$378,137 / \$268,137
Contract Approved by Law:	Yes _____ / No _____ / PO _____ c/c _____
Object Code:	Overflow Monitoring
Commodity Code:	981-084
Bid Reference:	RFP


Kim Smith
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



M E M O R A N D U M

DATE: September 28, 2018
TO: Kim Smith - Procurement Officer
FROM: Joe Beno
RE: CT Consultants
Project No. 159002 Overflow monitoring – 2018

I am recommending the increase of the overflow monitoring contract with CT Consultants in the amount of \$110,000 to a total of \$360,000. There were a number of extra items that were performed under this contract that were not anticipated at the start of the project. We added flow monitors in the interceptor to monitor its levels and incorporate that data into the sewer model. Second, we added a new meter at CSO 002 that was able to communicate to CT's overall reporting system and to the plants SCADA system. Lastly, CT worked with Lakewood to develop and implement a CSO public notification program to comply with new OEPA regulations that went into effect this summer.

January 8, 2018

*I am recommending a contract with CT Consultants in the amount not to exceed \$250,000 (less than last year's amount) for the annual operation, maintenance, data collection and reporting of 58 overflow monitors and 2 rain gauges within the city. This is a continuation of work that requires monitoring at all of Lakewood's overflow points. Additionally, included with the work scope are five new meters to be installed along the City's interceptor and a new meter will also be installed in the Edgewater sanitary sewer main. CT has been performing this work over the past 3 years which is required in the City's Ohio EPA Wastewater Treatment Plant permit 3PE00004*QD. The work is billed on a unit rate basis.*

Please contact me with any questions.



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-032

January 16, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Award Contract – Professional Service Contract – Re: Overflow Monitoring & Reporting Services

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to award a Professional Services Contract to CT Consultants in an amount not to exceed \$250,000 for the annual operation, maintenance, data collection and reporting of (58) overflow monitors and (2) rain gauges within the city. Collected data will be used for reporting overflow occurrences to the Ohio EPA.

CT Consultants was identified as the best provider of these services based on their submitted RFP.

Contracting Authority:	Ordinance 49-17 \$11,500,000
Contracting Balance:	\$10,799,601 / \$10,549,601
Funding:	Wastewater Collection Fund
Account Distribution:	510-3070-431-39-10 \$2,546,000
Account Balance:	\$2,546,000 / \$2,296,000
Contract Approved by Law:	Yes _____ / No _____ / PO _____ C/C _____
Object Code:	Overflow Monitoring
Commodity Code:	981-084
Bid Reference:	RFP

Kim Smith
Purchasing Manager

Previous Award

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director		_____	1/16/18
Kevin M. Butler, Director of Law		_____	1/16/18
Jennifer Pae, Director of Finance		_____	1/16/18
Michael P. Summers, Mayor		_____	1-16-18



Sep 27, 2018 8:01:06 AM EDT

File Edit Commands Help

SUPERION

NavLine

510-3070-431.39-10

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

Account activi...

Pending trans...

Images

Budget alloca...

Account information

Contractual Services / Other

Fiscal year: 2018 Dr

Budget: 2,546,000.00

Committed: 2,167,862.46

Balance: 378,137.54

Project Data

Project Entry Optional

Q 095001 Water & Sewer R

Q 095003 Sewerline Emerg

Q 109001 LongTermCtrl&S

Q 119002 2011 LTCP & SWM

Q 129002 2012 LTCP Prof

Q 139002 2013 LTCP Profe

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 January	189,628.40	189,628.40
Q 02 February	103,624.70	292,253.10
Q 03 March	86,393.61	378,646.71
Q 04 April	97,516.34	476,163.05
Q 05 May	114,319.11	590,482.16

Payment information

Vendor (* indicates pending)

	Total
Q NERONE & SONS, INC.	25,320.28
Q WATER & WASTEWATER LABS., INC.	960.00
Q CT CONSULTANTS, INC.	767,181.85
Q KS ASSOCIATES, INC.	25,905.18
Q UNDERGROUND CONNECTIONS, INC.	10,538.00
Q DR. EDWARD J. WALTER & ASSOC.,	4,250.00
Q MISCELLANEOUS VENDOR	1,829.28

Encumbrances

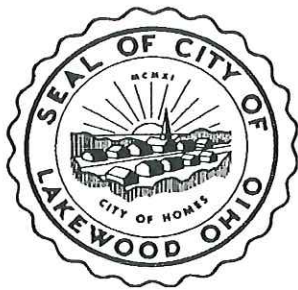
PO #	Vendor	Balance
Q 088037	CT CONSULTANTS, INC.	911,920.44
Q 088039	KS ASSOCIATES, INC.	82,714.82
Q 088041	DR. EDWARD J. WALTER	8,930.00
Q 088052	NERONE & SONS, INC.	.00
Q 088062	UNDERGROUND CONNECTIO	278,571.57
Q 088362	CT CONSULTANTS, INC.	20,619.01
Q 088379	CT CONSULTANTS, INC.	.00

Pre Encumbrances

Type	Req/PO	Project	Balance
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Segment/Balance Details

Fund	510	Wastevtr Coll System Fund	Original Budget	2,546,000.00
Department	30	Public Works	Revised Budget	.00
Division	70	Wastevtr Collection Crew	Current expenditures	11,978.00
Activity basic	43	Streets and Highways	YTD expenditures	824,288.62
Sub activity	1	Public Works Enterprise	Unposted expenditures	.00
Element	39	Contractual Services	Encumbrances	1,331,595.84
Object	10	Other	Unposted encumbrances	.00



12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-236

October 1, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Award Contract – Relocation of Transformers & Power Lines for High Rate Treatment Plant Project

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to The Illuminating Company in the amount of \$28,189 to relocate transformers and the power feed going to the Animal Shelter and add new transformers necessary for the construction of the new High Rate Treatment Plant (HRT).

The Illuminating Company has been identified as a sole source provider for these services, as they own the equipment.

Contracting Authority:	Ordinance 49-17 \$11,500,000
Contracting Balance:	\$5,301,599 / \$5,273,410
Funding:	Waste Water Treatment Fund
Account Distribution:	511-3072-432-30-10 Project #179012 \$1,300,000
Account Balance:	\$49,325 / \$21,136
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / c/c _____
Object Code:	Contractual Service
Commodity Code:	909-076
Bid Reference:	Sole Source

Kim Smith
Purchasing Manager

	<u>Approved</u>	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director Public Director	_____	_____	_____
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance	_____	_____	_____
Michael P. Summers, Mayor	_____	_____	_____



MEMORANDUM

DATE: September 25, 2018
TO: Kim Smith
FROM: Joe Beno
RE: The Illuminating Company: HRT power items

I am recommending the award of work to The Illuminating Company to relocate transformers and the power feed going to the Animal Shelter and to add new transformers for the new High Rate Treatment plant. This work is a necessary part of construction of the new treatment plant addition.

This work will cost \$28,188.18 and will get paid for as part of Project #179012.

Sep 27, 2018 8:41:45 AM EDT
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SUPERION
NavLine

Project 179012-HighRate

☒ Account types
☒ Assets
☒ Expenditures
☒ Liabilities
☒ Revenues
☒ Encumbrances
☒ Miscellaneous info
☒ Pending transactions
☒ Pre-encumbrances
☒ Project detail balance

Project Information
Description: HighRateTreatmentFinalDes
Status: Active
Estimate: 1,300,000.00
Type: EP Enterprise Fund
Sub type: SW Sewer Const/Repair
Start/stop dates: 12/01/2016 -
1st month of FY: 00
Source of funds:

Project Code
There are no user defined code fields for this project

Project Year-to-Date
FY: 2018 Balance 766,049.52
Budget: .00
Actual: 766,049.52
Unposted: .00
Pre-encumbrance: .00
Encumbrance: .00
Pending: .00

Project Life-to-Date
FY(s): 0000 - 9999 Balance 180,157.68
Budget: 1,300,000.00
Actual: 1,119,842.32
Unposted: .00
Pre-encumbrance: .00
Encumbrance: .00
Pending: .00

Account Number	Description	Budget	Actual
511-3072-432.30-10	Professional Services / Other	1,300,000.00	1,119,842.32

Print
Cancel
Exit
Next project
Previous proj...
2017
2019
Project activit...
Change balan...

↑
Paid to Date
CT PO # 88038 Bal due \$130,832.68

Bal Avail \$49,325

ILLUMINATING COMPANY (CEI)
Customer Work Approval and Payment Designation

4/4/18
2:00 PM

Work Request Information

WR No: 58763258 SAP Order No: 15388644 SAP Notification No: 744003836 Entry Date: 05/27/2017
WR Name: CITY OF LAKEWOOD,
Street No: 7699 Street No Frac: Dir: Unit no:
Street Address: METRO PARK DRIVE

City: LAKEWOOD State: OH Zip: 44107 -
WR Desc: * Additional Information: Need new service for wastewater treatment plant expansion An electrician or contractor submitting the form on behalf of an owner - No Reference Web Request Number: W001118344933

I request to have ILLUMINATING COMPANY (CEI) perform the work described below at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price below is received by ILLUMINATING COMPANY (CEI). I understand that quoted prices remain in effect for only 90 days. In Jobbing and Contracting related work I understand that other providers are available to perform this work. The regulated services I currently receive from ILLUMINATING COMPANY (CEI) will not be impacted in any way regardless of the provider I select to do this work. This is not an invoice.

Bill To Information

Billable Id: A Billing Entry Date: 08/29/2017
Bill To Name: CITY OF LAKEWOOD,
Attention:
Street No: 12650 Street No Frac: Dir: Unit No:
Street Name: DETROIT AVE
City: LAKEWOOD State: OH Zip: 44107 -
Purchase Order No:
Sales Rep: FJT1 TALERICO,FRANK Phone: (440) 717-5482

Billable Charges

Description:

Detail:	Direct Cost	Overheads	
Labor	\$ 5290.18	\$ 4466.50	\$ 9756.68
Material	\$ 18917.88	\$ 3027.79	\$ 21945.67
Equipment	\$ 1256.76	\$ 199.82	\$ 1456.58
		Regular Cost Estimate:	\$ 33,158.93
		Excluded Operation & Maintenance Cost:	\$ 1,642.51
		Adjusted Cost Estimate:	\$ 31,516.42
		Company Obligation for Construction:	\$ (18,909.85)
		Line Extension:	\$ 12,606.57
		Premium:	\$ 0.00
		Sub Total:	\$ 12,606.57
		CIAC Tax:	\$ 1,546.83
		Finance Interest:	\$
		Est. Sales Tax:	\$ 0.00
		Amount to be Invoiced:	\$ 14,153.40

Months

County:

CUSTOMER NAME (Or DBA/INC)		CUSTOMER SIGNATURE	
SIGNEE'S TITLE IN THE COMPANY		DATE	
ILLUMINATING COMPANY (CEI) REPRESENTATIVE (Print)		ILLUMINATING COMPANY (CEI) REPRESENTATIVE (Signature)	

Ohio Line Extension Customer Work Approval and Payment Designation – Form X-3847
Terms and Conditions

Ohio Edison Company, Illuminating Company, or Toledo Edison Company ("Operating Company") and Owner agree the terms and conditions herein shall constitute the complete and final agreement between the parties, superseding all other agreements, written or oral. These terms and conditions may not be modified hereafter except by written agreement of Operating Company.

BILLING AND PAYMENT

In the event that Operating Company performs the agreed to work prior to payment, Operating Company will invoice Owner for the work performed pursuant to this Agreement. Payment shall be made to Operating Company upon Owner's receipt of invoice. All invoices past due thirty (30) days or more shall be charged the lesser of one and one-half percent (1 ½%) per month or the maximum rate of interest allowable by law. Owner agrees to reimburse Operating Company in full for all costs of collection, including attorney fees, incurred or paid by Operating Company in connection with collecting, or attempting to collect, any amounts due under this Agreement.

INDEMNIFICATION

Owner agrees for itself, its successors and assigns, ^{shall not be liable for any} ~~to defend, indemnify and save~~ Operating Company, its successors and assigns, ^{what} ~~harmless from~~ all claims, demands, damages, losses, judgments, actions or causes of actions, costs or expenses, including litigation expenses and legal fees, in connection therewith or related thereto, including lack of authority to enter into this Agreement, asserted by or for any person or persons for personal injuries, death, or property damage caused by, arising out of, or in any way related to the work performed by Operating Company under this Agreement, unless initiated or proximately caused by the sole negligence of Operating Company. Notwithstanding the foregoing, Operating Company shall have no responsibility to the Owner or third parties if the work scope as defined by Owner violates the rights of or causes damage to any third party or governmental authority.

LIMITATION OF LIABILITY

Neither Operating Company, its affiliated companies, its subcontractors, nor its employees shall be liable for loss of anticipated profits, loss by reason of plant or other facility shutdown, non-operation or increased expense of operation, service interruption, claims of Owner's customers, subcontractors, vendors or suppliers, cost of money, loss of use of capital or revenue arising out of Operating Company's work or out of or in connection with Owner's use, or inability to use, the facilities, or for any special, incidental or consequential damages of any nature, arising at any time or from any cause whatsoever.

FORCE MAJEURE

Neither party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from causes beyond its reasonable control caused by fire, flood, accident, strike, civil commotion, governmental or military authority, insurrection, riots, embargoes, unavoidable delays in transportation, acts of God, or public enemy.

ASSIGNMENT

This Agreement shall be binding upon and insure to the benefit of the parties hereof, their successors and assigns. Owner, however, shall not assign to any other person or association not affiliated with Owner any rights or privileges hereby granted, or authorize any person or association not affiliated with Owner the exercise of any rights or privileges herein provided for, without the written consent of Operating Company.

ARBITRATION

Any question in dispute between the parties arising out of the Agreement (except any claim for damages because of bodily injuries, including death at any time resulting there from, except for any claim for damages because of injuries to or destruction of property and, except for major breach or repudiation with respect to this Agreement) which is not amicably settled shall be submitted to final and binding arbitration. Such arbitration shall be conducted in Akron, Ohio, before an arbitrator mutually acceptable to the parties; provided, however, that should the parties be unable to agree, the arbitrator shall be selected by the presiding Judge of the Court of Common Pleas of Summit County, Ohio. The request for arbitration shall be in writing setting forth the claim or claims to be arbitrated and the remedy sought. It shall be delivered to the other party within 90 days of the occurrence giving rise to the dispute. Any failure to request arbitration within such 90-day period shall be deemed a waiver of the right to arbitrate the claim upon which the dispute is based.

NON-WAIVER

The failure of either party to insist or enforce in any instance strict performance of any of the terms hereof or to exercise any of its rights herein shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms on any future occasion.

APPLICABLE LAW

This Agreement shall be governed in all respects by the laws of the State of Ohio and only the Courts of Ohio, or Federal Courts in Ohio shall have jurisdiction.

Customer Initials _____ **Date** _____

Approved As To Legal Form:

[Signature]
Director of Law, City of Lakewood

FirstEnergy - CREWS System
Billing Proposal

4/4/18
2:00 PM

Work Request Information

WR No: 58763258 SAP Order No: 15388644 SAP Notification No: 744003836 Entry Date: 05/27/2017

WR Name: CITY OF LAKEWOOD,

Street No: 7699 Street No Frac: Dir: Unit no:

Street Address: METRO PARK DRIVE

City: LAKEWOOD State: OH Zip: 44107 -

WR Desc: * Additional Information: Need new service for wastewater treatment plant expansion An electrician or contractor submitting the

Bill To Information

Billable Id: B Billing Entry Date: 04/04/2018

Bill To Name: CITY OF LAKEWOOD

Attention:

Street No: 12650 Street No Frac: Dir: Unit No:

Street Name: DETROIT AVE

City: LAKEWOOD State: OH Zip: 44107 -

Description: POWER TO ANIMAL SHELTER AT 100%

Detail

Description:

Purchase Order No:

Sales Rep:

Phone:

Invoice Information

Invoice No:

Invoice Date:

Total Amount 14,034.78

Est. Sales Tax: 0.00 0.00% County:

Invoice Amount: 14,034.78

Check #:

Read and referred to Finance
Committee 6/4/18; second reading
8/18/18. Please substitute for
the original.

Anderson, Bullock, George, Litten
BY: O'Leary, O'Malley, Rader

ORDINANCE NO: 43-17A

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, amending Ordinance 43-17, adopted December 18, 2017, authorizing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for repair professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2018 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law.

WHEREAS, this Council desires to provide the authorization to the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to enter into contracts for professional services, and to advertise for bids and enter into contracts for the purchase of repair maintenance and operating supplies, services and equipment as authorized by the 2018 Appropriation Ordinance and the Administrative Code of the City of Lakewood with the lowest and best bidder or bidders or as otherwise provided by law; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the city of Lakewood, this Council by a vote of at least two thirds of its members determines that this ordinance is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that delay could impair the City's ability to provide necessary services in a timely manner for fiscal year 2018; now, therefore,

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. Section 1 of Ordinance 43-17, adopted December 18, 2018, currently reading as follows:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2018 Budget are as follows:

1) Legal Services.....	225,000
2) Recodification of Ordinances.....	12,500

3) Financial Audit.....	75,000
4) Hospitalization and Health Care Benefit Consulting Services.....	40,000
5) Consultant for Workers Compensation.....	30,000
6) Risk Management Consulting Services.....	15,000
7) Healthcare, Physicals, Drug & Alcohol Testing.....	25,000
8) Employee Assistance Program.....	15,000
9) Supervisor / Manager / Employee Training.....	125,000
10) Exams for Classified Positions.....	75,000
11) Housing and Building Plans Examinations.....	50,000
12) Lakewood Jail Medical Services.....	15,000
13) Band Concerts.....	80,000
14) Municipal Engineering Consultant.....	15,000
15) Debt Insurance Costs.....	100,000
16) Integrated Wet Weather Plan Professional Services.....	750,000
17) Administrative Professional Services.....	300,000
18) Professional Services related to Lakewood Hospital.....	500,000
Sub-Total.....	\$2,507,500

Services contracts included in the 2018 Budget are as follows:

1) Government Agreements (WEB).....	115,000
2) Government Agreements (Bd of Ed/Pool).....	800,000
3) Financial Institution Service Charges.....	60,000
4) Electronic Payment Services.....	250,000
5) Property & Liability Insurance Contracts.....	500,000
6) Workers' Comp Stop Loss Insurance.....	90,000
7) Life Insurance.....	20,000
8) Hospitalization and Health Care Benefit Services.....	1,500,000
9) Medical Claims Billing Service.....	100,000
10) Sentenced Prisoners Full Jail Service.....	200,000
11) Home Delivered Meals.....	47,500
12) Distribution System Leak Survey.....	25,000
13) Disposal or Screenings and Grt (WWTF).....	10,000
14) Excavation Spoils Removal.....	100,000
15) Roll of Box for Street Sweeping.....	60,000
16) Solid Waste Disposal Site.....	900,000
17) Organic Waste Disposal.....	30,000
18) Waste Collections - Condominiums.....	105,000
19) Biosolids Disposal.....	65,000
20) Roll-Off Box for Construction Debris.....	45,000
21) Site to Receive & Process Yard Waste.....	25,000
22) Lab Analysis Service.....	550,000
23) Citywide Computer Hdw Op. Sys., & Software Maint Contracts.....	100,000
24) Communications Services.....	25,000
25) Water Meter Program Maintenance.....	95,000
26) Telephone Service.....	230,000
27) Cellular Phone Service.....	125,000
28) HVAC Maintenance.....	25,000
29) Elevator Maintenance.....	50,000
30) Fire Alarm Maintenance.....	25,000
31) Copier Maintenance Service.....	250,000
32) Postage, Mailing Services, Equipment Lease/Maintenance.....	35,000
33) Rental and Laundry of Uniforms.....	30,000
34) Advertising.....	30,000

35) Printing Services.....	165,000
36) CRIS/LEADS Fees.....	20,000
37) Parking Citation Billing Service.....	50,000
38) Fireworks Display.....	40,000
39) Transportation Services.....	65,000
Sub-Total.....	\$14,052,500

Materials, supplies, and equipment authorized for purchase under the 2018 Budget are as follows:

1) Sand and Aggregate.....	45,000
2) Concrete Supplies.....	50,000
3) Asphalt Materials.....	50,000
4) Asphalt Cold Patch.....	25,000
5) Crack Sealant.....	40,000
6) Road Salt (Sodium Chloride).....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances.....	100,000
8) Water Meter Supplies & Materials.....	40,000
9) Sign Shop Supplies, Blanks & Reflective Material.....	195,000
10) Polymer Flocculants.....	30,000
11) Wastewater Treatment Chemicals.....	125,000
12) Tires and Road Service.....	85,000
13) Automotive Repairs, Parts and Supplies.....	600,000
14) Oil and Lubricants.....	40,000
15) Fuel (Gasoline and Diesel).....	500,000
16) Purchase of Uniforms and Gear - Public Works.....	20,000
17) Electrical Supplies.....	50,000
18) Hardware Supplies.....	45,000
19) Janitorial Supplies.....	50,000
20) Landscape Materials.....	30,000
21) Lumber Supplies.....	100,000
22) Plumbing Supplies.....	40,000
23) Pool Supplies - Chemicals.....	45,000
24) Small Tools and Equipment.....	130,000
25) Prisoner Food Supplies.....	35,000
26) Purchase Uniforms & Gear - Safety Forces.....	75,000
27) Ammunition.....	30,000
28) Office Supplies.....	40,000
29) Computer Software.....	10,000
30) Computer Software.....	45,000
31) Communications Equipment.....	75,000
32) Paper Supplies.....	15,000
33) Lease Copier Equipment.....	35,000
34) Subscriptions/Publications.....	30,000
35) Reforestation.....	200,000
36) Police Operating Equipment.....	150,000
37) Fire/EMS Operating Equipment.....	150,000
38) Waste Water Treatment Plant Operating Equipment.....	100,000
39) Fitness Equipment/Devices.....	30,000
Sub-Total.....	\$3,755,000
Total.....	\$20,315,000

shall be and is hereby amended to read:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager be and are hereby authorized and directed to enter into a contract or contracts for supplies, services and equipment with the lowest and best bidder or bidders or as otherwise provided by law, as follows:

Professional services contracts included in the 2018 Budget are as follows:

1) Legal Services.....	225,000
2) Recodification of Ordinances.....	12,500
3) Financial Audit.....	75,000
4) Hospitalization and Health Care Benefit Consulting Services.....	40,000
5) Consultant for Workers Compensation.....	30,000
6) Risk Management Consulting Services.....	15,000
7) Healthcare, Physicals, Drug & Alcohol Testing.....	25,000
8) Employee Assistance Program.....	15,000
9) Supervisor / Manager / Employee Training.....	125,000
10) Exams for Classified Positions.....	75,000
11) Housing and Building Plans Examinations.....	75,000
12) Lakewood Jail Medical Services.....	50,000
13) Band Concerts.....	15,000
14) Municipal Engineering Consultant.....	80,000
15) Debt Issuance Costs.....	100,000
16) Integrated Wet Weather Plan Professional Services.....	750,000
17) Administrative Professional Services.....	300,000
18) Professional Services related to Lakewood Hospital.....	500,000
Sub-Total.....	\$2,507,500

Services contracts included in the 2018 Budget are as follows:

1) Government Agreements (WEB).....	115,000
2) Government Agreements (Bd of Ed/Pool).....	800,000
3) Financial Institution Service Charges.....	60,000
4) Electronic Payment Services.....	250,000
5) Property & Liability Insurance Contracts.....	500,000
6) Workers' Comp Stop Loss Insurance.....	90,000
7) Life Insurance.....	20,000
8) Hospitalization and Health Care Benefit Services.....	8,500,000
9) Medical Claims Billing Service.....	100,000
10) Sentenced Prisoners Full Jail Service.....	200,000
11) Home Delivered Meals.....	47,500
12) Distribution System Leak Survey.....	25,000
13) Disposal of Screenings and Grit (WWTF).....	10,000
14) Excavation Spoils Removal.....	100,000
15) Roll of Box for Street Sweeping.....	60,000
16) Solid Waste Disposal Site.....	900,000
17) Organic Waste Disposal.....	30,000
18) Waste Collections - Condominiums.....	105,000
19) Biotolids Disposal.....	105,000
20) Roll-Off Box for Construction Debris.....	65,000
21) Site to Receive & Process Yard Waste.....	45,000
22) Lab Analysis Service.....	25,000

23) Citywide Computer Hdw'r Op. Sys. & Software Maint Contracts.....	\$50,000
24) Communications Services.....	100,000
25) Water Meter Program Maintenance.....	25,000
26) Telephone Service.....	95,000
27) Cellular Phone Service.....	250,000
28) HVAC Maintenance.....	125,000
29) Elevator Maintenance.....	25,000
30) Fire Alarm Maintenance.....	50,000
31) Copier Maintenance Service.....	25,000
32) Postage, Mailing Services, Equipment Lease/Maintenance.....	250,000
33) Rental and Laundry of Uniforms.....	35,000
34) Advertising.....	30,000
35) Printing Services.....	165,000
36) CRIS/LEADS Fees.....	20,000
37) Parking Citation Billing Service.....	50,000
38) Fireworks Display.....	40,000
39) Transportation Services.....	65,000
40) Lakewood Hospital Demolition, Hazmat Abatement and Site Preparation.....	7,000,000
Sub-Total.....	\$21,052,500

Materials, supplies, and equipment authorized for purchase under the 2018 Budget are as follows:

1) Sand and Aggregate.....	45,000
2) Concrete Supplies.....	50,000
3) Asphalt Materials.....	50,000
4) Asphalt Cold Patch.....	25,000
5) Crack Sealant.....	40,000
6) Road Salt (Sodium Chloride).....	300,000
7) Fire Hydrants, Sewer and Water Appurtenances.....	100,000
8) Water Meter Supplies & Materials.....	40,000
9) Sign Shop Supplies, Blanks & Reflective Material.....	195,000
10) Polymer Flocculants.....	30,000
11) Wastewater Treatment Chemicals.....	125,000
12) Tires and Road Service.....	85,000
13) Automotive Repairs, Parts and Supplies.....	600,000
14) Oil and Lubricants.....	40,000
15) Fuel (Gasoline and Diesel).....	500,000
16) Purchase of Uniforms and Gear - Public Works.....	20,000
17) Electrical Supplies.....	45,000
18) Hardware Supplies.....	50,000
19) Janitorial Supplies.....	30,000
20) Landscape Materials.....	100,000
21) Lumber Supplies.....	40,000
22) Plumbing Supplies.....	40,000
23) Pool Supplies - Chemicals.....	45,000
24) Small Tools and Equipment.....	130,000
25) Prisoner Food Supplies.....	35,000
26) Purchase Uniforms & Gear - Safety Forces.....	75,000
27) Ammunition.....	30,000
28) Office Supplies.....	40,000
29) Computer Supplies.....	10,000
30) Computer Software.....	45,000
31) Communications Equipment.....	75,000
32) Paper Supplies.....	15,000

33) Lease Copier Equipment.....	\$35,000
34) Subscriptions/Publications.....	30,000
35) Reforestation.....	200,000
36) Police Operating Equipment.....	150,000
37) Fire/EMS Operating Equipment.....	100,000
38) Waste Water Treatment Plant Operating Equipment.....	100,000
39) Fitness Equipment/Devices.....	30,000
Sub-Total.....	\$3,755,000
Total.....	\$77,315,000

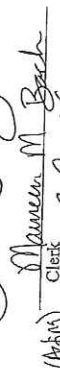
Section 2. Contracts for supplies, services and equipment in excess of \$7,500 and for professional services in excess of \$5,000 shall not be awarded except as approved herein or further approved by Resolution of Council.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least two thirds of the members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: 7/2/18


President


Clerk


Mayor

Approved: July 6 2018

READ & REFERRED TO THE FINANCE COMMITTEE
11/20/17. SECOND READING 12/4/17.

ORDINANCE NO. 52-17

BY: Anderson, Bullock, Litten, Marx,
Nowlin, O'Leary, O'Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the purchase of **Vehicles, Machinery and Equipment** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, this Council by a vote of at least five (5) of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2018 in accordance with the Capital Improvement Plan for fiscal year 2018; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, and the Director of Finance are hereby authorized and directed to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following vehicles and equipment, contracts not to exceed the specified amounts shown, except as hereinafter provided:

Vehicles, Machinery and Equipment	\$3,000,000
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Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council,

and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five (5) members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor otherwise, it shall take effect and be in force after the earliest period allowed by law.

Adopted: December 18, 2017


President of Council


Clerk of Council

Approved: December 20 2017


Mayor

ORDINANCE NO. 49-17

BY: Anderson, Bullock, Litten, Marx, Nowlin,
O'Leary, O'Malley.

AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for the **Wastewater System and Treatment Improvement Program** in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council.

WHEREAS, this Council by a vote of at least five (5) of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January 1, 2018 in accordance with the Capital Improvement Plan for fiscal year 2018; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to engage architectural and/or engineering firms to provide professional services for the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as hereinafter provided:

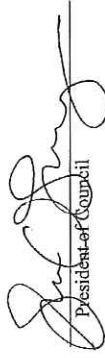
Wastewater System and Treatment Improvement Program **\$11,500,000**

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five (5) members of Council, this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor otherwise, it shall take effect and be in force after the earliest period allowed by law.

Adopted: December 18, 2017


President of Council


Clerk of Council

Approved: December 20, 2017


Mayor

REFERRED TO THE PUBLIC WORKS COMMITTEE
2/5/18.

RESOLUTION NO. 8986-18

BY: Anderson, Bullock, George, Litten,
O'Leary, O'Malley.

A RESOLUTION to take effect immediately provided it receives the vote of at least two thirds of the members of Council, or otherwise to take effect at the earliest period allowed by law, authorizing the City of Lakewood to take all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) Energized Community Grant(s).

WHEREAS, Lakewood is a member of NOPEC and is eligible for one or more NOPEC Energized Community Grant(s) for 2018 (NEC Grant(s)) as provided for in the NEC Grant Program guidelines; and

WHEREAS, Lakewood wishes to enter into an agreement with NOPEC, Inc. to accept grant funds on an ongoing, annual basis; and

WHEREAS, Lakewood is eligible to receive \$6.00 per enrolled gas account and \$8.00 per enrolled electric account per year, totaling \$216,474.00 for 2018; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, and safety and to provide for the usual daily operation of municipal departments in that entering into this grant agreement immediately will allow Lakewood to access the funds and begin qualifying projects; now, therefore,

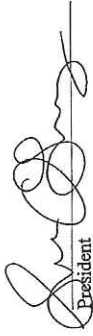
BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The Council of the City of Lakewood hereby authorizes the Mayor to enter into to any and all necessary agreements to accept the NEC Grant(s) for 2018 and to execute the grant agreement with NOPEC in substantially the same form as attached as Exhibit "A".

Section 2. It is found and determined that all formal actions of this council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least two thirds of the members of Council this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted: March 5, 2018


President


Clerk

Approved: April 8 2018

Mayor



NOPEC ENERGIZED COMMUNITY GRANT

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("NOPEC"), and _____ County, Ohio ("Grantee"; NOPEC and Grantee, the "Parties") regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** NOPEC hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC ("Funds"), for the purposes set forth in Grantee's Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC's approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this

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7. **Agreement, and for NOPEC to audit, examine and make copies from such records.** Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. Termination.

(a) IF NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

12. Effects of Termination.

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from

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its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venue in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)

_____, Ohio _____

(c) **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) **Assignment.** Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) **Authority.** The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee's legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) **Determinations by NOPEC Final.** All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) **Designation of Grantee Representative.** Grantee hereby designates its [Fiscal Officer] to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee's grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

_____, Ohio

By: _____
Its: _____
Date: _____